

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF: ) Docket HWCA: SRPD00/01SCC-2203  
)  
Steelscape, Inc. )  
11200 Arrow Route )  
Rancho Cucamonga, CA 91730 ) CORRECTIVE ACTION  
EPA ID# CAD060762432 ) CONSENT AGREEMENT  
)  
)  
)  
Respondent ) Health and Safety Code  
Sections 25187 and 25200.14

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Steelscape, Inc. (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code (HSC) sections 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below.

1.3. Respondent is the owner and operator of a hazardous waste facility located at 11200 Arrow Route, Rancho Cucamonga,

1 California 91730 (Facility).

2 1.4. Respondent engages in the management of hazardous  
3 waste pursuant to a Conditional Authorization issued by DTSC on  
4 September 7, 1993.

5 1.5. The terms used in this Consent Agreement are as  
6 defined in Section 66260.10 of Title 22 of the California Code of  
7 Regulations (Cal. Code Regs.), except as otherwise provided.

8 1.6. Respondent agrees to implement all approved  
9 workplans and to undertake all actions required by the terms and  
10 conditions of this Consent Agreement.

11 1.7. Respondent waives any right to request a hearing on  
12 this Consent Agreement pursuant to HSC section 25187.  
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15 FINDINGS OF FACT  
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17 2.1. On December 22, 1996, Respondent submitted a Phase  
18 I Environmental Assessment pursuant to HSC section 25200.14  
19 (Phase I). The Phase I identifies that further investigation is  
20 needed in two (2) areas of concern (AOCs)/solid waste management  
21 units (SWMUs) that either have released or may release hazardous  
22 waste or hazardous waste constituents into the environment. In  
23 addition to the Phase I, the Respondent has submitted the  
24 following report: BHP Report on Potential Area of Contamination,  
25 BHP Coated Steel Corporation (Currently Steelscape, Inc), 11200  
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1 Arrow Route, Rancho Cucamonga, California (BHP Coated Steel, May  
2 24, 1999).

3 The AOCs/SWMUs are as follow:

4 (a) Wastewater Treatment Plant

5 (b) Paint Line Cleaning<sup>\*</sup> Section (a.k.a. Paint Line  
6 Chromate Catch Basin)

7  
8 2.2. Based on DTSC's review of the Phase I and BHP  
9 Report on Potential Area of Contamination, and the findings of  
10 the site inspection conducted by DTSC on January 24, 2001, DTSC  
11 concludes that Respondent is required to conduct a Preliminary  
12 Endangerment Assessment (PEA), and if necessary, further  
13 investigation to determine the extent of hazardous waste  
14 contamination at or from the Facility.

15 2.3. The hazardous waste and hazardous waste  
16 constituents of concern currently at the Facility are Cam 17  
17 Metals (Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium,  
18 Cobalt, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium,  
19 Silver, Thallium, Vanadium, and Zinc), cyanide, solvents  
20 (halogenated and non-halogenated), Volatile Organic Compounds  
21 (VOCs), and oils (Semi-Volatile Organics).

22  
23 2.4. The hazardous wastes or hazardous waste  
24 constituents have migrated or may migrate from the Facility into  
25 the environment through the following pathways: subsurface soils,  
26 groundwater, and airborne dust particulate matter.

2.5. The Facility is located in the vicinity of commercial office, light industrial, and industrial development in a portion of San Bernardino County. Furthermore, groundwater beneath the Facility is expected to be present at depths greater than 150 feet below ground surface within the Chino Groundwater Basin.

PROJECT COORDINATOR

3. Within fourteen (14) days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven (7) days prior written notice. DTSC reserves the right to disapprove Respondent's Project Coordinator.

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WORK TO BE PERFORMED

4. Respondent agrees to conduct a Preliminary Endangerment Assessment (PEA) for the Facility, and if necessary, further investigation and remediation of any release of hazardous waste at or from the Facility. Respondent shall submit a PEA Workplan and schedule to DTSC within 30 days of the effective date of this Consent Agreement. In addition, the PEA Final Report shall be submitted within 60 days upon completion of field work. The PEA shall be conducted in accordance with Preliminary Endangerment Assessment - Guidance Manual (State of California Environmental Protection Agency - Department of Toxic Substances Control, June 1999). The work undertaken pursuant to this Consent Agreement shall also be done in a manner consistent with: the attached Scopes of Work; any DTSC-approved Workplans; HSC and other applicable state and federal laws and their implementing regulations; and applicable DTSC and USEPA guidance documents. Applicable guidance documents include, but are not limited to, Test Methods For Evaluating Solid Waste" (SW-846) and Reporting Hydrogeologic Characterization Data at Hazardous Substance Release Sites - Guidance Manual for Ground Water Investigations (State of California Environmental Protection Agency, July 1995).

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1 human health and/or the environment. Within 30 days of receiving  
2 DTSC's written request, Respondent shall submit to DTSC an  
3 Interim Measures (IM) Workplan for approval. The IM Workplan  
4 shall include a schedule for submitting to DTSC an IM Operation  
5 and Maintenance Plan and IM Plans and Specifications. The IM  
6 Workplan is subject to approval by DTSC and shall provide for the  
7 performance of all Interim Measures necessary to achieve  
8 stabilization at the Facility. If DTSC determines that immediate  
9 action is required, DTSC Project Coordinator may orally authorize  
10 the Respondent to act prior to DTSC's receipt of the IM Workplan.  
11

12 5.3. If DTSC identifies an immediate or potential threat  
13 to human health and/or the environment, discovers new releases of  
14 hazardous waste and/or hazardous waste constituents not  
15 previously identified, DTSC will notify Respondent in writing.  
16 Within 30 days of receiving DTSC's written notification,  
17 Respondent shall submit to DTSC for approval an IM Workplan that  
18 identifies Interim Measures that will mitigate the threat. The  
19 IM Workplan shall include a schedule for submitting to DTSC an IM  
20 Operation and Maintenance Plan and IM Plans and Specifications.  
21 The IM Workplan is subject to approval by DTSC and shall provide  
22 for the performance of all Interim Measures necessary to achieve  
23 stabilization at the Facility. If DTSC determines that immediate  
24 action is required, DTSC Project Coordinator may orally authorize  
25 Respondent to act prior to receipt of the IM Workplan.  
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1           5.4. All IM Workplans shall ensure that the Interim  
2 Measures are designed to mitigate current or potential threats to  
3 human health and/or the environment, and should, to the extent  
4 practicable, be consistent with the objectives of, and contribute  
5 to the performance of, any remedy which may be required at the  
6 Facility.

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8           5.5. Concurrent with the submission of an IM Workplan,  
9 Respondent shall submit to DTSC a Health and Safety Plan in  
10 accordance with the Scope of Work for a Health and Safety Plan,  
11 Attachment 2.

12           5.6. Concurrent with the submission of an IM Workplan,  
13 Respondent shall submit for DTSC approval a Community Profile in  
14 accordance with Attachment 3. Based on the information provided  
15 in the Community Profile; if DTSC determines that there is a high  
16 level of community concern about the Facility, DTSC may require  
17 Respondent to prepare a Public Participation Plan.

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20                   FACILITY INVESTIGATION (FI)

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22           6.1. Within 60 days of DTSC's determination that further  
23 investigation is necessary based upon the review of the PEA Final  
24 Report, Respondent shall develop and submit a Facility  
25 Investigation Workplan (FI Workplan) in a manner consistent with  
26 the Scope of Work for a Facility Investigation contained in  
27



1 Attachment 4. DTSC will review the FI Workplan and notify  
2 Respondent in writing of DTSC's approval or disapproval.

3 6.2. The FI Workplan shall detail the methodology to:

4 (1) gather data needed to make decisions on interim measures/  
5 stabilization during the early phases of the Facility  
6 Investigation; (2) identify and characterize all sources of  
7 contamination; (3) define the nature, degree and extent of  
8 contamination; (4) define the rate of movement and direction of  
9 contamination flow; (5) characterize the potential pathways of  
10 contaminant migration; (6) identify actual or potential human  
11 and/or ecological receptors; and (7) support development of  
12 alternatives from which a corrective measure will be selected by  
13 DTSC. A specific schedule for implementation of all activities  
14 shall be included in the FI Workplan.

16 6.3. Respondent shall submit a Facility Investigation  
17 Report (FI Report) to DTSC for approval in accordance with DTSC-  
18 approved Workplan schedule. The FI Report shall be developed in  
19 a manner consistent with the Scope of Work for a Facility  
20 Investigation contained in Attachment 4. If there is a phased  
21 investigation, separate Reports and a report that summarizes the  
22 findings from all parts of the FI must be submitted to DTSC.  
23 DTSC will review the Report(s) and notify Respondent in writing  
24 of DTSC's approval or disapproval.

26 6.4. Concurrent with the submission of a Workplan,

1 Respondent shall submit to DTSC a Health and Safety Plan in  
2 accordance with Attachment 2. If Workplans for both an IM and FI  
3 are required by this Consent Agreement, Respondent may submit a  
4 single Health and Safety Plan that addresses the combined IM and  
5 FI activities.

6           6.5. Concurrent with the submission of a FI Workplan,  
7 Respondent shall submit for DTSC approval a Community Profile in  
8 accordance with Attachment 3. Based on the information provided  
9 in the Community Profile and any Supplement to the Community  
10 Profile, DTSC will determine the level of community interest.  
11 Depending on the level of community interest, DTSC will decide  
12 which public participation activities are necessary. These  
13 activities may include a Facility Investigation Fact Sheet (FI  
14 Fact Sheet), a public participation plan, a public notice and a  
15 public meeting. If a Community Profile has been prepared in  
16 connection with an earlier submittal, this section may be  
17 deleted, or may be revised to require a supplement to the  
18 Community Profile, if necessary.  
19

20           6.6. Respondent shall evaluate the results of all  
21 sampling, tests and other data generated during the Facility  
22 Investigation in comparison with the current health-based  
23 screening levels for each contaminant. Respondent shall include  
24 a Risk Assessment Report in the final Facility Investigation  
25 Report.  
26

### CORRECTIVE MEASURES STUDY (CMS)

7.1. Respondent shall prepare a Corrective Measures Study if contaminant concentrations exceed current health-based action levels and/or if DTSC determines that the contaminant releases pose a potential threat to human health and/or the environment.

7.2. Within 30 days of DTSC's approval of the FI Report, Respondent shall submit a CMS Workplan to DTSC. The CMS Workplan is subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 5.

7.3. The CMS Workplan shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the Facility. The CMS Workplan shall identify the potential corrective measures, including any innovative technologies, that may be used for the containment, treatment, remediation, and/or disposal of contamination.

7.4. Respondent shall prepare treatability studies for all potential corrective measures that involve treatment except where Respondent can demonstrate to DTSC's satisfaction that they are not needed. The CMS Workplan shall include, at a minimum, a summary of the proposed treatability study including a conceptual design, a schedule for submitting a treatability study workplan,

1 or Respondent's justification for not proposing a treatability  
2 study.

3 7.5. Respondent shall submit a CMS Report to DTSC for  
4 approval in accordance with DTSC-approved CMS Workplan schedule.  
5 The CMS Report shall be developed in a manner consistent with the  
6 Scope of Work for a Corrective Measures Study contained in  
7 Attachment 5. DTSC will review the CMS Report and notify  
8 Respondent in writing of DTSC's approval or disapproval.  
9

#### 11 REMEDY SELECTION

13 8.1. DTSC will provide the public with an opportunity to  
14 review and comment on the final draft of the CMS Report, DTSC's  
15 proposed corrective measures for the Facility, and DTSC's  
16 justification for selection of such corrective measures. Based  
17 on the information provided in the Community Profile and any  
18 Supplement to the Community Profile, if DTSC determines that  
19 there is a high level of community concern about the Facility,  
20 DTSC may require Respondent to prepare a Public Participation  
21 Plan and may conduct a public hearing to obtain comments.  
22

23 8.2. Following the public comment period, DTSC may  
24 select final corrective measures or require Respondent to revise  
25 the CMS Report and/or perform additional corrective measures  
26 studies.  
27

1 8.3. DTSC will notify Respondent of the final corrective  
2 measures selected by DTSC in the Final Decision and Response to  
3 Comments. The notification will include DTSC's reasons for  
4 selecting the corrective measures.  
5

6 CORRECTIVE MEASURES IMPLEMENTATION (CMI)  
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8  
9 9.1. Within 60 days of Respondent's receipt of  
10 notification of DTSC's selection of the corrective measures,  
11 Respondent shall submit to DTSC a Corrective Measures  
12 Implementation (CMI) Workplan. The CMI Workplan is subject to  
13 approval by DTSC and shall be developed in a manner consistent  
14 with the Scope of Work for Corrective Measures Implementation  
15 contained in Attachment 6.  
16

17 9.2. Concurrent with the submission of a CMI Workplan,  
18 Respondent shall submit to DTSC a Health and Safety Plan in  
19 accordance with Attachment 2.  
20

21 9.3. Concurrent with the submission of a CMI Workplan,  
22 Respondent shall submit for DTSC approval a Community Profile in  
23 accordance with Attachment 3. Based on the information provided  
24 in the Community Profile and any Supplement to the Community  
25 Profile, if DTSC determines that there is a high level of  
26 community concern about the Facility, DTSC may require Respondent  
27 to prepare a Public Participation Plan.

1           9.4. The CMI program shall be designed to facilitate the  
2 design, construction, operation, maintenance, and monitoring of  
3 corrective measures at the Facility. In accordance with the  
4 schedule contained in the approved CMI Workplan, Respondent shall  
5 submit to DTSC the documents listed below. These documents shall  
6 be developed in a manner consistent with the Scope of Work for  
7 Corrective Measures Implementation contained in Attachment 6.

- 8           o     Operation and Maintenance Plan
- 9           o     Draft Plans and Specifications
- 10          o     Final Plans and Specifications
- 11          o     Construction Workplan
- 12          o     Construction Completion Report
- 13          o     Corrective Measures Completion Report
- 14          o     Corrective Measures Completion Report

15           9.5. DTSC will review all required CMI documents and  
16 notify Respondent in writing of DTSC's approval or disapproval.

17           9.6. As directed by DTSC, within 90 days of DTSC's  
18 approval of all required CMI documents, Respondent shall  
19 establish a financial assurance mechanism for Corrective Measures  
20 Implementation. The financial assurance mechanisms may include a  
21 performance or surety bond, liability insurance, an escrow  
22 performance guarantee account, a trust fund, financial test, or  
23 corporate guarantee as described in Title 22 Cal. Code Regs.  
24 section 66265.143 or any other mechanism acceptable to DTSC. The  
25 mechanism shall be established to allow DTSC access to the funds  
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1 to undertake Corrective Measures Implementation tasks if  
2 Respondent is unable or unwilling to undertake the required  
3 actions.

4  
5 CALIFORNIA ENVIRONMENTAL QUALITY ACT  
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8 10. DTSC must comply with the California Environmental  
9 Quality Act (CEQA) insofar as activities required by this Consent  
10 Agreement are projects subject to CEQA. Respondent shall provide  
11 all information necessary to facilitate any CEQA analysis. DTSC  
12 will make an initial determination regarding the applicability of  
13 CEQA. If the activities are not exempt from CEQA, DTSC will  
14 conduct an Initial Study. Based on the results of the Initial  
15 Study, DTSC will determine if a Negative Declaration or an  
16 Environmental Impact Report (EIR) should be prepared. DTSC will  
17 prepare and process any such Negative Declaration. However,  
18 should DTSC determine that an EIR is necessary, such an EIR would  
19 be prepared under a separate agreement between DTSC and  
20 Respondent.  
21

22  
23 DTSC APPROVAL  
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25 11.1. Respondent shall revise any workplan, report,  
26 specification, or schedule in accordance with DTSC's written  
27

1 comments. Respondent shall submit to DTSC any revised documents  
2 by the due date specified by DTSC. Revised submittals are  
3 subject to DTSC's approval or disapproval.

4 11.2. Upon receipt of DTSC's written approval,  
5 Respondent shall commence work and implement any approved  
6 workplan in accordance with the schedule and provisions contained  
7 therein.

8 11.3. Any DTSC approved workplan, report, specification,  
9 or schedule required under this Consent Agreement shall be deemed  
10 incorporated into this Consent Agreement.

11 11.4. Verbal advice, suggestions, or comments given by  
12 DTSC representatives will not constitute an official approval or  
13 decision.  
14

#### 15 SUBMITTALS

16  
17  
18 12.1. Beginning with the first full month following the  
19 effective date of this Consent Agreement, Respondent shall  
20 provide DTSC with quarterly progress reports of corrective action  
21 activities conducted pursuant to this Consent Agreement.

22 Progress reports are due on the first (1<sup>st</sup>) day of the month when  
23 reports are due. The progress reports shall conform to the Scope  
24 of Work for Progress Reports contained in Attachment 7. DTSC may  
25 adjust the frequency of progress reporting to be consistent with  
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1 site-specific activities.

2 12.2 Any report or other document submitted by  
3 Respondent pursuant to this Consent Agreement shall be signed and  
4 certified by the project coordinator, a responsible corporate  
5 officer, or a duly authorized representative.

6 12.3. The certification required by paragraph 12.2  
7 above, shall be in the following form:  
8

9 I certify that the information contained in or  
10 accompanying this submittal is true, accurate, and  
11 complete. As to those portions of this submittal for  
12 which I cannot personally verify the accuracy, I certify  
13 that this submittal and all attachments were prepared at  
14 my direction in accordance with procedures designed to  
15 assure that qualified personnel properly gathered and  
16 evaluated the information submitted.

17 Signature: \_\_\_\_\_

18 Name: \_\_\_\_\_

19 Title: \_\_\_\_\_

20 Date: \_\_\_\_\_

21 12.4. Respondent shall provide two copies of all  
22 documents, including but not limited to, workplans, reports, and  
23 correspondence of fifteen (15) pages or longer. Submittals  
24 specifically exempted from this copy requirement are all progress  
25 reports and correspondence of less than 15 pages, of which one  
26

1 copy is required.

2 12.5 Unless otherwise specified, all reports,  
3 correspondence, approvals, disapprovals, notices, or other  
4 submissions relating to this Consent Agreement shall be in  
5 writing and shall be sent to the current Project Coordinators.  
6

7  
8 PROPOSED CONTRACTOR/CONSULTANT  
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10 13. All work performed pursuant to this Consent  
11 Agreement shall be under the direction and supervision of a  
12 professional engineer or registered geologist, registered in  
13 California, with expertise in hazardous waste site cleanup.  
14 Respondent's contractor or consultant shall have the technical  
15 expertise sufficient to fulfill his or her responsibilities.  
16 Within fourteen (14) days of the effective date of this Consent  
17 Agreement, Respondent shall notify DTSC Project Coordinator in  
18 writing of the name, title, and qualifications of the  
19 professional engineer or registered geologist and of any  
20 contractors or consultants and their personnel to be used in  
21 carrying out the terms of this Consent Agreement. DTSC may  
22 disapprove of Respondent's contractor and/or consultant. Based  
23 on the Limited Preliminary Endangerment Assessment Scope of Work  
24 Approval Letter for Steelscape Inc. dated September 6, 2000,  
25 infers Carberry and Associates as the Consultant.  
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**Discussions**

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**THE UNIVERSITY OF CHICAGO**

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1 other action provided by law, if the Respondent refuses to  
2 perform the subsequent work or to pay the associated additional  
3 costs incurred.  
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#### 5 QUALITY ASSURANCE

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8 15.1. All sampling and analyses performed by Respondent  
9 under this Consent Agreement shall follow applicable DTSC and  
10 USEPA guidance for sampling and analysis. Workplans shall  
11 contain quality assurance/quality control and chain of custody  
12 procedures for all sampling, monitoring, and analytical  
13 activities. Any deviations from the approved workplans must be  
14 approved by DTSC prior to implementation, must be documented,  
15 including reasons for the deviations, and must be reported in the  
16 applicable report (e.g., FI Report).  
17

18 15.2. The names, addresses, and telephone numbers of the  
19 California State certified analytical laboratories Respondent  
20 proposes to use must be specified in the applicable workplans.  
21

#### 22 SAMPLING AND DATA/DOCUMENT AVAILABILITY

23

24 16.1. Respondent shall submit to DTSC upon request the  
25 results of all sampling and/or tests or other data generated by  
26 its employees, agents, consultants, or contractors pursuant to  
27

1 this Consent Agreement.

2           16.2. Respondent shall notify DTSC in writing at least  
3 seven (7) days prior to beginning each separate phase of field  
4 work approved under any workplan required by this Consent  
5 Agreement. If Respondent believes it must commence emergency  
6 field activities without delay, Respondent may seek emergency  
7 telephone authorization from DTSC Project Coordinator or, if the  
8 Project Coordinator is unavailable, his/her Branch Chief, to  
9 commence such activities immediately.  
10

11           16.3. At the request of DTSC, Respondent shall provide  
12 or allow DTSC or its authorized representative to take split or  
13 duplicate samples of all samples collected by Respondent pursuant  
14 to this Consent Agreement. Similarly, at the request of  
15 Respondent, DTSC shall allow Respondent or its authorized  
16 representative to take split or duplicate samples of all samples  
17 collected by DTSC under this Consent Agreement.  
18

#### 19                           ACCESS

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21           17. Subject to the Facility's security and safety  
22 procedures, Respondent agrees to provide DTSC and its  
23 representatives access at all reasonable times to the Facility  
24 and any other property to which access is required for  
25 implementation of this Consent Agreement and shall permit such  
26  
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1 persons to inspect and copy all records, files, photographs,  
2 documents, including all sampling and monitoring data, that  
3 pertain to work undertaken pursuant to this Consent Agreement and  
4 that are within the possession or under the control of Respondent  
5 or its contractors or consultants.  
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8 RECORD PRESERVATION

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10 18.1. Respondent shall retain, during the pendency of  
11 this Consent Agreement and for a minimum of six (6) years after  
12 its termination, all data, records, and documents that relate in  
13 any way to the performance of this Consent Agreement or to  
14 hazardous waste management and/or disposal at the Facility.  
15 Respondent shall notify DTSC in writing ninety (90) days prior to  
16 the destruction of any such records, and shall provide DTSC with  
17 the opportunity to take possession of any such records. Such  
18 written notification shall reference the effective date, caption,  
19 and docket number of this Consent Agreement and shall be  
20 addressed to:

21 Stephen W. Lavinger, Chief  
22 Southern California Branch  
23 Statewide Regulatory Programs Division  
24 Department of Toxic Substances Control  
25 5796 Corporate Avenue  
26 Cypress, California 90630  
27

18.2. If Respondent retains or employs any agent,  
consultant, or contractor for the purpose of carrying out the

1 terms of this Consent Agreement, Respondent will require any such  
2 agents, consultants, or contractors to provide Respondent a copy  
3 of all documents produced pursuant to this Consent Agreement.

4 18.3. All documents pertaining to this Consent Agreement  
5 shall be stored in a central location at the Facility to afford  
6 ease of access by DTSC and its representatives.  
7

8 DISPUTE RESOLUTION  
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11 19.1. The parties agree to use their best efforts to  
12 resolve all disputes informally. The parties agree that the  
13 procedures contained in this section are the sole administrative  
14 procedures for resolving disputes arising under this Consent  
15 Agreement. If Respondent fails to follow the procedures  
16 contained in this section, it shall have waived its right to  
17 further consideration of the disputed issue.

18 19.2. If Respondent disagrees with any written decision  
19 by DTSC pursuant to this Consent Agreement, Respondent's Project  
20 Coordinator shall orally notify DTSC Project Coordinator of the  
21 dispute. The Project Coordinators shall attempt to resolve the  
22 dispute informally.  
23

24 19.3 If the Project Coordinators cannot resolve the  
25 dispute informally, Respondent may pursue the matter formally by  
26 placing its objection in writing. Respondent's written objection  
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1 must be forwarded to Chief, Southern California Branch, Statewide  
2 Regulatory Programs Division, Department of Toxic Substances  
3 Control, with a copy to DTSC Project Coordinator. The written  
4 objection must be mailed to the Branch Chief within fourteen (14)  
5 days of Respondent's receipt of DTSC's written decision.  
6 Respondent's written objection must set forth the specific points  
7 of the dispute and the basis for Respondent's position.

8         19.4. DTSC and Respondent shall have fourteen (14) days  
9 from DTSC's receipt of Respondent's written objection to resolve  
10 the dispute through formal discussions. This period may be  
11 extended by DTSC for good cause. During such period, Respondent  
12 may meet or confer with DTSC to discuss the dispute.  
13

14         19.5. After the formal discussion period, DTSC will  
15 provide the Respondent with its written decision on the dispute.  
16 DTSC's written decision will reflect any agreements reached  
17 during the formal discussion period and be signed by Chief,  
18 Southern California Branch, Statewide Regulatory Programs  
19 Division, Department of Toxic Substances Control, or his/her  
20 designee.

21         19.6. During the pendency of all dispute resolution  
22 procedures set forth above, the time periods for completion of  
23 work to be performed under this Consent Agreement that are  
24 affected by such dispute shall be extended for a period of time  
25 not to exceed the actual time taken to resolve the dispute. The  
26



1 existence of a dispute shall not excuse, toll, or suspend any  
2 other compliance obligation or deadline required pursuant to this  
3 Consent Agreement.

4  
5 RESERVATION OF RIGHTS  
6

7  
8 20.1. DTSC reserves all of its statutory and regulatory  
9 powers, authorities, rights, and remedies, both legal and  
10 equitable, which may pertain to Respondent's failure to comply  
11 with any of the requirements of this Consent Agreement. This  
12 Consent Agreement shall not be construed as a covenant not to  
13 sue, release, waiver, or limitation on any rights, remedies,  
14 powers, or authorities, civil or criminal, that DTSC has under  
15 any statutory, regulatory, or common law authority.

16 20.2. DTSC reserves the right to disapprove of work  
17 performed by Respondent pursuant to this Consent Agreement and to  
18 request that Respondent perform additional tasks.

19 20.3. DTSC reserves the right to perform any portion of  
20 the work consented to herein or any additional site  
21 characterization, feasibility study, and/or remedial actions it  
22 deems necessary to protect human health and/or the environment.  
23 DTSC may exercise its authority under any applicable state or  
24 federal law or regulation to undertake response actions at any  
25 time. DTSC reserves its right to seek reimbursement from  
26

27

1 Respondent for costs incurred by the State of California with  
2 respect to such actions. DTSC will notify Respondent in writing  
3 as soon as practicable regarding the decision to perform any work  
4 described in this section.

5         20.4. If DTSC determines that activities in compliance  
6 or noncompliance with this Consent Agreement have caused or may  
7 cause a release of hazardous waste and/or hazardous waste  
8 constituents, or a threat to human health and/or the environment,  
9 or that Respondent is not capable of undertaking any of the work  
10 required, DTSC may order Respondent to stop further  
11 implementation of this Consent Agreement for such period of time  
12 as DTSC determines may be needed to abate or redress such release  
13 or threat and/or to undertake any action which DTSC determines is  
14 necessary to abate such release or threat. The deadlines for any  
15 actions required of Respondent under this Consent Agreement  
16 affected by the order to stop work shall be extended to take into  
17 account DTSC's actions.

18  
19         20.5. This Consent Agreement is not intended to be nor  
20 shall it be construed to be a permit. The parties acknowledge  
21 and agree that DTSC's approval of any workplan, plan, and/or  
22 specification does not constitute a warranty or representation  
23 that the workplans, plans, and/or specifications will achieve the  
24 required cleanup or performance standards. Compliance by  
25 Respondent with the terms of this Consent Agreement shall not  
26

1 relieve Respondent of its obligations to comply with HSC or any  
2 other applicable local, state, or federal law or regulation.

3  
4 OTHER CLAIMS

5  
6 21. Except as provided in this Consent Agreement,  
7 nothing in this Consent Agreement shall constitute or be  
8 construed as a release from any claim, cause of action, or demand  
9 in law or equity against any person, firm, partnership, or  
10 corporation for any liability it may have arising out of or  
11 relating in any way to the generation, storage, treatment,  
12 handling, transportation, release, or disposal of any hazardous  
13 constituents, hazardous substances, hazardous wastes, pollutants,  
14 or contaminants found at, taken to, or taken or migrating from  
15 the Facility.  
16

17  
18 OTHER APPLICABLE LAWS

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20 22. All actions required to be taken pursuant to this  
21 Consent Agreement shall be undertaken in accordance with the  
22 requirements of all local, state, and federal laws and  
23 regulations. Respondent shall obtain or cause its representatives  
24 to obtain all permits and approvals necessary under such laws and  
25 regulations.  
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REIMBURSEMENT OF DTSC'S COSTS

23.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement. Such costs shall include DTSC's costs, if any, incurred in the preparation and implementation of this Consent Agreement prior to the effective date of this Consent Agreement.

23.2 An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$15,061. It is understood by the parties that this amount is only an estimate for those activities shown in Exhibit A, and may differ from the actual costs incurred by DTSC in implementing this Consent Agreement, and does not represent the total costs incurred by DTSC in overseeing all activities required at the Facility under this Consent Agreement. DTSC will provide additional cost estimates for the subsequent phases of work, if required, as the work progresses.

23.3 Respondent shall make an advance payment to DTSC in the amount of \$7,530.50 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's complete costs under this Agreement, DTSC will refund the balance within 120 days after the execution of the Acknowledgement of Satisfaction pursuant to Section 25 of this Consent Agreement.

23.4. If the advance payment does not exceed DTSC's complete costs under this Agreement, after the advance payment,

1 DTSC will provide Respondent with a billing statement at least  
2 quarterly, which will include the name of the employee,  
3 identification of the activity, the amount of time spent on each  
4 activity, and the hourly rate charged. If Respondent does not  
5 pay an invoice within 60 days, the amount is subject to interest  
6 as provided by HSC section 25360.1.

7 23.5. DTSC will retain all costs records associated with  
8 the work performed under this Consent Agreement as required by  
9 state law. DTSC will make all documents which support the  
10 Department's cost determination available for inspection upon  
11 request, as provided by the Public Records Act.

12 23.6. Any dispute concerning costs pursuant to this  
13 Consent Agreement is subject to the Dispute Resolution provision  
14 of this Consent Agreement. DTSC reserves its right to recover  
15 unpaid costs under applicable state and federal laws.

16 23.7. All payments shall be made within 30 days of the  
17 date of the billing statement by check payable to the Department  
18 of Toxic Substances Control and shall be sent to:  
19

20 Accounting Unit  
21 Department of Toxic Substances Control  
22 P. O. Box 806  
Sacramento, California 95812-0806

23 All checks shall reference the name of the Facility, the  
24 Respondent's name and address, and the docket number of this  
25 Consent Agreement. Copies of all checks and letters transmitting  
26 such checks shall be sent simultaneously to DTSC's Project  
27

1 Coordinator.

2  
3 MODIFICATION

4  
5 24.1. This Consent Agreement may be modified by mutual  
6 agreement of the parties. Any agreed modifications shall be in  
7 writing, shall be signed by both parties, shall have as their  
8 effective date the date on which they are signed by DTSC, and  
9 shall be deemed incorporated into this Consent Agreement.

10  
11 24.2. Any requests for revision of an approved workplan  
12 requirement must be in writing. Such requests must be timely and  
13 provide justification for any proposed workplan revision. DTSC  
14 has no obligation to approve such requests, but if it does so,  
15 such approval will be in writing and signed by the Chief,  
16 Southern California Branch, Statewide Regulatory Programs  
17 Division, Department of Toxic Substances Control, or his or her  
18 designee. Any approved workplan modification shall be  
19 incorporated by reference into this Consent Agreement.

20  
21 TERMINATION AND SATISFACTION

22  
23 25. The provisions of this Consent Agreement shall be  
24 deemed satisfied upon the execution by both parties of an  
25 Acknowledgment of Satisfaction (Acknowledgment). DTSC will  
26  
27

1 prepare the Acknowledgment for Respondent's signature. The  
2 Acknowledgment will specify that Respondent has demonstrated to  
3 the satisfaction of DTSC that the terms of this Consent Agreement  
4 including payment of DTSC's costs have been satisfactorily  
5 completed. The Acknowledgment will affirm Respondent's  
6 continuing obligation to preserve all records after the rest of  
7 the Consent Agreement is satisfactorily completed.  
8  
9

10 EFFECTIVE DATE  
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12 26. The effective date of this Consent Agreement shall  
13 be the date on which this Consent Agreement is signed by all the  
14 parties. Except as otherwise specified, "days" means calendar  
15 days.

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SIGNATORIES

27. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: June 22, 2001

BY: Original signed by R.A. Stikwerde  
Name/Respondent

DATE: June 25, 2001

BY: Original signed by Stephen Lavinger

Stephen W. Lavinger, Chief  
Southern California Branch  
Statewide Regulatory Programs Division  
Department of Toxic Substances Control



This Corrective Action Consent Agreement posted on DTSC's website does not include all attachments from the original document. If you need copies of a specific document, please contact the DTSC project manager listed in the document.